

# Heavy Equipment “D” Provision – AG-9J61-17-7001

effective 06/05/2017 – 06/05/2020

## D.1 -- SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain Heavy Equipment (dozers, excavators, and tractor plows) and transports for use on a local, regional and nationwide basis.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used in the protection of lands, to include but not be limited to, severity, fire suppression, and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

## D.2 -- EQUIPMENT REQUIREMENTS

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Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

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### D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

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D.2.1.1 -- Equipment Typing. (The typing on these tables is from lowest to highest horsepower.)

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#### (a) DOZERS

Type 3 - Min. 50 HP - 99 HP

Type 2 - Min. 100 HP - 199 HP

Type 1 - Min. 200 HP - 350 HP

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#### (b) EXCAVATORS

Type 4 - 60 - 80 HP rating

Type 3 - 81 - 110 HP rating

Type 2 - 111 - 155 HP rating

Type 1 - 156 + HP rating

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(c) TRACTOR PLOWS

Type 3 - Min. 50 HP - 99 HP

Type 2 - Min. 100 HP - 199 HP

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(d) TRANSPORTS

Type 3 - rated at loads up to 35,000 lbs.

Type 2 - rated at loads 35,001 to 69,999 lbs.

Type 1 - rated at loads over 70,000 lbs.

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D.2.1.2 -- Equipment Requirements.

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(a) All equipment shall have:

(1) An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.

(2) A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.

(3) Shovel

(4) US Forest Service-qualified spark arrester on all naturally aspirated engines

(5) All factory guards shall be in place and in functional condition (i.e. engine compartment) (applicable for heavy equipment)

(6) Radiator protection (applicable for heavy equipment)

(7) Seat belts

(8) Flashlight

(9) Water, 1 gal drinking

(10) 5-person first aid kit

(11) Personal Protective Equipment (PPE). Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

(b) Contractor shall be responsible for ensuring that all personnel arrive with the following PPE:

(1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not recommended).

(2) HARD HAT: Hardhat meeting NFPA Standard 1977 is required.

(3) GLOVES: One pair of heavy-duty leather per person.

(4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).

(5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.

(6) HEAD LAMP: With batteries and attachment for hardhat.

(7) FIRE SHELTER: The New Generation Fire Shelter is required.

(8) FLAME RESISTANT CLOTHING (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

NOTE: It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

(c) All equipment under this solicitation must have a factory installed cab or aftermarket cab system that meets or exceeds the original factory cab for operator protection. The protective

canopy shall meet all applicable Federal and State (the State where equipment is registered) safety standards (per OSHA, 29 CFR 1910.266) and must have operator protection, to protect the operator from injury due to falling trees, limbs, saplings or branches which might enter the compartment side areas and from snapping winch lines or other objects. Deflectors, which may be part of the cab, shall be installed in front of the operator area to deflect whipping saplings and branches. Deflectors shall be located so as not to impede visibility and access to the cab.

Modification of factory ROPS/FOPS (Cutting/Welding) and any aftermarket ROPS/FOPS requires certification to ISO 3471/8082, or SAE J 1040/231.

(d) Underbody protection (belly pan, rock guards unless not recommended by manufacturer).

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IMPORTANT: Heavy Equipment for this solicitation includes Dozers, Excavators and Transports.

Tractor Plows WILL NOT be solicited for under this solicitation in Region 5..

DOZERS --

(a) In addition to D.2.1.2, dozers shall have:

(1) Factory installed Roll Over Protection Structures (ROPS) and Falling Object Protective Structures (FOPS) meeting the standards set forth by OSHA for Forestry work for the year that the machine was constructed is required. At no time will a machine that does not have a factory FOPS/ROPS system be hired. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is required.

(2) Operator Protection shall meet all applicable Federal and State (the State where equipment is registered) logging safety standards (per OSHA, 29 CFR 1910.266) and must have operator protection, such as a Forestry cab package with wire mesh or safety glazing that provides equivalent protection. The rear portion of the cab shall be fully enclosed with open mesh material or heavy Polycarbonate material capable of withstanding a broken winch line or jillpoke, with openings of such size as to reject the entrance of an object larger than 2 inches in diameter. The covering if installed, shall be affixed to the structural members so that ample clearance will be provided between the screen and the back of the operator and shall provide maximum rearward visibility. If using open mesh, it shall extend forward from the rear corners of the cab sides as far as possible; or at a minimum at least even with the operators chest. If the tank, as mounted,

provides equivalent guarding for the operator, then no additional mesh or window glazing is needed. Polycarbonate windows are not "glass" but may be acceptable as a standalone window guard. An example of this type of Polycarbonate would be found on a Factory Feller Buncher cab. Any machine cab meeting ISO 8084 or SAE J1084 fulfills this requirement.

(3) Lighting (Minimum 2 rear, 2 forward). Factory equipped lighting must be operational. All attachments to the parent machine must be illuminated for night operations. Lights must be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade or working area.

(4) Cable blades ARE NOT ACCEPTABLE. See D.23, Exhibit A for definition.

(5) Winch Minimum Standards. (If equipped)

(i) All winches must be able to rescue the parent Dozer that it is mounted upon.

(ii) Winches must have a minimum bare drum rating of the weight of the parent machine + 20% and be equipped with a minimum of 50 feet of cable or wire rope minimally rated at this cumulative weight.

EXCAVATORS –

(a) In addition to D.2.1.2, excavators shall have:

(1) Note - 360 Degree Swing machines (Excavators, Feller Bunchers, Etc.) are not required to have ROPS as the boom is recognized as the ROPS structure. 360 degree swing machines shall have a factory enclosed cab constructed to OSHA standards at the time of manufacture. All machines that use attachments that have potential for chain shot or cutting tooth damage to the operator area must have protective glazing (Polycarbonate) to protect the operator. Excavators must have protective screen or bars over the front of the cab acting as a deflector of brush and branches.

(2) Lighting. 360 degree swing machines such as Excavators/Feller Bunchers require two (2) forward. Factory equipped lighting must be operational. All attachments to the parent machine must be illuminated for night operations. Lights must be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade, bucket/thumb, or working area.

(3) Hydraulic thumb or clamshell. See D.23, Exhibit A for definition.

(4) Steel Tracks.

(5) Machines must meet state and federal safety regulations.

**TRANSPORTS --**

(a) Additional Transport Equipment Requirements. In addition to D.2.1.2, transports shall have:

(1) Heavy equipment transport operators are responsible for following Department of Transportation (DOT) standards while in transit and adhere to legal weights, laws and limits pertaining to the transport of heavy equipment while under hire. Transport operators may be required to transport loads of up to the maximum GVWR rating of the tractor-trailer combination on steep, poorly maintained roads. Operators should expect to drive on secondary roads with grades of up to 15 percent, with close radius switchbacks and road surfaces of natural material. Truck and trailer shall be capable of working on secondary Forest/Range roads with adequate tractor horsepower and trailer clearance to excel in this environment. Operators may haul dozers, road graders excavators and logging equipment while under hire and must understand load securement and tractor-trailer limitations. Operator is responsible for meeting all State requirements, such as weight restrictions and hauling permits. All special permits are the responsibility of the Operator.

(2) If transporting equipment as a for hire motor carrier, all transports shall have Carrier Insurance as required by 49 CFR 387 (Minimum levels of responsibility for motor carriers) and have Cargo Insurance commensurate with the types of cargo that is being hauled.

**D.2.2 -- TRANSPORTATION**

(a) The Contractor is responsible for transporting the dozer/excavator/tractor plow to and from the incident. Transports shall have current Department of Transportation (DOT) certification and be of sufficient and legal weight rating to transport the equipment.

(b) Contractor is responsible for:

(1) Meeting all state and federal requirements, such as weight restrictions and hauling permits;

(2) All special permits;

(3) Providing all pilot cars when required by a permitting agency;

(4) A valid fleet insurance policy information card issued by an insurer;

(5) A valid insurance declaration page;

(6) A written insurance binder issued by the same agent as parent insurance.

(c) Equipment under the direction of incident management personnel may not be unloaded immediately. The Contractor is responsible for all costs associated with the transport until the equipment is unloaded and the transport is released. Once the heavy equipment is delivered and unloaded at the incident the transport is considered released. However, the transport may be retained at the incident for the sole purpose of transporting the equipment that was originally ordered. The transport will be paid, in accordance with D.21.8, the minimum daily guarantee or the mileage rate whichever is greater until the transport is released or until the equipment it transported becomes inoperable. Retained transports must be documented on the shift ticket. If the contractor elects to keep the transport at the incident location after it is released by the government, no payment will be made.

(d) IF THE TRANSPORT IS RETAINED BY THE INCIDENT FOR TRANSPORTING OTHER EQUIPMENT, THE COMPANY OWNING THE TRANSPORT MUST HAVE AN EXISTING AGREEMENT ISSUED UNDER THE HEAVY EQUIPMENT SOLICITATION, AND MUST BE ORDERED WITH A SEPARATE RESOURCE ORDER NUMBER. THE POINT OF HIRE WILL BE THE INCIDENT. FOR INITIAL ATTACK/SEVERITY, TRANSPORT IS REQUIRED TO REMAIN WITH THE EQUIPMENT.

(e) The transport may be inspected in accordance with D.17. Transports not passing this inspection may be cause for the rejection of both the transport and heavy piece of equipment being hauled.

D.2.2.1 -- Tire Requirement. Tires shall have load ratings in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which including the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 inch for rear tires and 4/32 inch for steering axle tires.

D.2.2.2 -- Prohibited Marking. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.2.2.3 -- Biobased Products. This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal

Biobased Products Preferred Procurement Program (FB4P). Information is available at:

<http://www.biopREFERRED.gov/>

#### D.3 -- PERSONNEL REQUIREMENTS

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(a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

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(b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.

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(c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

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##### D.3.1 -- TRAINING/EXPERIENCE.

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(a) Each person under this Agreement shall meet the following minimum requirements:

(1) RT-130 Annual Fireline Refresher including fire shelter.

(2) Commercial Drivers License (for transports, when required).

(3) All operators shall be able to operate the equipment safely up to the manufacturer's limitations (i.e., experience working in steep terrain, timber, etc.)

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(b) The government reserves the right to verify training at any time for all operators.

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##### D.3.2 -- ENGLISH SPEAKING REQUIREMENT.

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Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractors representative shall be able to

proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

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#### D.4 -- EQUIPMENT RELIABILITY

(a) The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

(b) The Government reserves the right to conduct inspections at any time.

#### D.5 -- AVAILABILITY

If the Host Dispatch Zone or Geographic Area requires it, the Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

D.5.1 -- HOST DISPATCH CENTER SELECTION. (applicable to all agreements except those with designated single GACC ordering procedures)

Regional and local awards may not be made to vendors designating equipment City and State location more than 450 miles away from their selected Dispatch Center.

#### D.6 -- ORDERING PROTOCOL FOR RESOURCES.

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(a) This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement.

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(b) The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors."

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#### D.6.1 -- DISPATCH PRIORITY.

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(a) Each host dispatch center will give dispatch priority to the resource offering the greatest

advantage (See D.6.2) before all other private resources not under Agreement with the following exceptions:

(1) For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.

(2) Tribal preference policy established within reservation jurisdiction.

(3) Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

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(b) Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non pay status when that resource is available.

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#### D.6.2 -- RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY.

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(a) Dozers/Excavators/Tractor Plows: All resources will be evaluated and agreements will be awarded in accordance with B.3. Resources on an awarded Agreement will be ranked on a dispatch priority list by

Host Forest Dispatch Center. As described in B.6, socioeconomic status advantage will be given to those small business concerns identified in Block 10 of the SF-1449.

(1) In addition to the award evaluation factors in B.3, criteria have been developed for some categories of equipment to assess the advantages for dispatch priority. If no additional criteria are identified, lowest price awarded resources will be ranked highest on the dispatch list.

(2) Within each small business program category, priority will be given as shown below. The minimum daily guarantee and mileage will not be considered in the ranking.

NOTE: For the above equipment there will be attributes identified on the dispatch priority list that

may be required by the Government. These attributes will not be given points but if the attribute is specifically ordered by the Incident Management Team, a vendor that offers the attribute on their equipment shall be given preference for the order. The attributes are listed at the end of each resource category below and will be identified as Attribute, not given points.

(b) Transports: All resources will be evaluated and agreements will be awarded in accordance with B.2. Resources on an awarded Agreement will be ranked on a dispatch priority list by Host Forest Dispatch Center. Advantage will be given to those small business concerns identified in Section B, Basis of Award, and as identified in Block 10 of the SF-1449.

(1) In addition to the award evaluation factors in B.2, criteria have been developed for some categories of equipment to assess the advantages for dispatch priority. If no additional criteria are identified, lowest price awarded resources will be ranked highest on the dispatch list.

(2) Within each small business program category, as defined in Section B, Basis of Award, equipment will be dispatched based on the attributes that best meet the needs of the government. Transports will be listed on the dispatch list according to the following formula:  $((\text{Rate Per Mile} \times 200 \text{ miles}) * 0.2) + ((\text{Minimum Daily Guarantee}) * 0.8)$ .

(c) Advantages.

(1) Dozers/Tractor Plows: Information on the following advantages must be submitted by the contractor with their quote. The following criteria have been developed to assess the advantages for dispatch priority, and each advantage is given a point value. The total points for each resource's advantage are then divided by the daily rate resulting in dispatch priority with the highest total advantage per dollar being ranked highest on the dispatch list. The Transport Minimum Daily Guarantee will be included in the formula. The following is a list of the advantages and associated points for each category. A complete breakdown can be found in Exhibit J. Separate priority lists will be generated for each Type of dozer and tractor plow.

Dozer (Type 1):

Horsepower - 200 possible points

Blade - 200 possible points

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Dozer/Tractor Plow (Type 2):

Horsepower - 200 possible points

Blade - 200 possible points

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Dozer/Tractor Plow (Type 3):

Horsepower - 200 possible points

Blade - 200 possible points

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Attribute, not given points:

Winch

Ripper

Grapple

Low Ground Pressure

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Attribute, given points:

6-Way Hydraulic Blade

282+ Flywheel Horsepower

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NOTE: These attributes will be listed on the priority dispatch list and if the incident specifically orders the equipment with this attribute, vendors offering that attribute will be given preference as they appear on the priority dispatch list.

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(2) Excavators: Price offered for the type of resource. The price will be based on the daily rate, with the lowest price being ranked highest on the dispatch list. Separate priority lists will be generated for each Type of excavator.

Attribute, not given points:

Clamshell Bucket

Up Down Blade or Dozer Blade

Steep Ground Excavator

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NOTE: These attributes will be listed on the priority dispatch list and if the incident specifically orders the equipment with this attribute, vendors offering that attribute will be given preference as they appear on the priority dispatch list.

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D.6.2.1 -- Tied Prices/CBA Scores. The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

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D.6.3 -- ORDERING PROCEDURES FOR RESOURCES.

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D.6.3.1 -- Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within the selection made at D.6.2. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

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D.6.3.2 -- If all contractor resources on the dispatch priority list are depleted within the selection made at D.6.2, orders will be placed utilizing established dispatch procedures.

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D.6.4 -- INFORMATION REQUIRED WHEN PLACING ORDERS.

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D.6.4.1 -- Information Provided to the Contractor.

(a) At the time of acceptance of the assignment, the following information will be given to the Contractor:

(1) Resource Order Number.

(2) Incident Order Number and Name of Incident.

(3) Date and time to report to incident.

(4) Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.

(5) Incident contact phone number for further information.

(6) Fire Code/Funding Code

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(b) Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the ETD and ETA from point of dispatch.

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(c) Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

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#### D.6.5 -- DISPATCHING PROCEDURES.

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D.6.5.1 -- When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

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D.6.5.2 -- The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

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D.6.5.3 -- At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

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D.6.5.4 -- The vendor will be paid for travel to and from the incident from the equipment City and

State they designated in their offer. Vendor must meet date and time needed.

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#### D.6.6 -- EMERGENCY INCIDENT DRIVING.

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The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). Reference D.21.8.1.2. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

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#### D.6.7 -- WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT.

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(a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.

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(b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:

(1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested.

The Government will not pay transportation cost for replacement personnel.

(2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

(3) With the Governments agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

#### D.6.8 -- DEMOBILIZATION.

The Incident Commander will determine the priority of demobilization.

#### D.6.9 -- RELEASE.

Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

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#### D.7 -- PROPERTY

##### D.7.1 -- ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS.

(a) Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

(b) Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

##### D.8 -- INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall have one complete copy of their most current agreement in their possession at all times.

OR

The Contractor shall arrive at the incident with one copy of the complete Agreement and retain one copy in their possession at all times.

##### D.9 -- LAUNDRY SERVICE

If the Government provides a laundry service at the incident base camp, the Contractor may utilize

the service at no cost.

#### D.10 -- CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

#### D.11 -- COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

#### D.12 -- TIMEKEEPING

Refer to D.21.9.2

#### D.13 -- CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement.

#### D.14 -- FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

##### D.14.1 -- FIRST AID RESPONSIBILITY.

The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

##### D.14.2 -- MEDICAL INSURANCE.

Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

#### D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting

areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

#### D.16 -- PRE-AWARD INSPECTIONS

Pre-Season Inspections will not be done..

#### D.17 -- INCIDENT PRE-USE INSPECTION

(a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may perform inspections.

(b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the governments convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 -- INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

- (a) The original shall remain with the fire documents on Host Unit.
- (b) A copy of the inspection shall be given to the Contractor and/or the Contractors Representative.
- (c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

#### D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded,

by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and reinspected at the governments convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

#### D.19 -- WORKMANSHIP

(a) All work under this Agreement shall be performed in a safe manner to a professional and workmanlike standard. The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

(b) Contractor shall be responsible for ensuring all of its employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2):

(1) FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident.

(2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans.

The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

(c) If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such

transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

#### D.19.1 -- INCIDENT BEHAVIOR.

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluator's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the

performance evaluation with the Contractor, record Contractor comments, and obtain the Contractor's signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident file).

#### D.21 PAYMENTS

(a) Payments will be made in accordance with D.21.8.

(b) When equipment is ordered for severity assignments, the following payment will be made:

(c) Table D.21 - SEVERITY RATES

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Severity is paid at 75% of the daily rate for 10 hours or less, excluding meal breaks. For greater than 10 hours, including travel time, the full daily rate applies

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If a resource is mobilized to an incident within the 10 hour severity period the payment will revert to the full daily rate. If the mobilization occurs outside the 10 hour severity period they will be released from their severity assignment and the suppression rates will be applied under the first and last day language of the Agreement. In no case shall the daily rate be exceeded.

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(1) Severity assignments are at the discretion of the Contractor to accept or reject. Rejecting a severity assignment will not effect placement on the priority list or preclude a Contractor from being offered a suppression assignment at full daily rate.

(2) Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON (see D.21.5) may or may not be authorized and is at the Governments discretion.

#### D.21.1 -- BRIEFINGS.

All operators shall attend operational period briefings. This is included in the daily rate.

D.21.2 -- WITHDRAWAL OF RESOURCE(S).

Refer to D.21.8.3(b).

D.21.3 -- REPAIRS.

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 -- OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON).

(a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.

(b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site ([www.gsa.gov](http://www.gsa.gov)), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.

(c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at [www.gsa.gov](http://www.gsa.gov).

(d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

(e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

D.21.6 -- FOOD & DRINK.

(a) Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.

(b) After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

(c) The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

D.21.7 -- ORDER CANCELLATION.

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

D.21.8 -- PAYMENTS.

(a) The host agency for each incident is responsible for payments. The payment office will be designated in block 9 on the Emergency Equipment - Use Invoice, Form OF-286. See Exhibit B for complete agency payment office information.

(b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

(c) The minimum daily guarantee for the transport is applicable to time under hire as defined in D.21.8.

D.21.8.1 -- Rates of Payments. Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

(a) Heavy Equipment

(1) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.

(2) DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no

compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.

(3) The payment calculations included at D.21.8.1 do not address the situation when a piece of heavy equipment is hired for a Double Shift (DS) but there is only one operator to operate both the heavy equipment and transport in the second operational period. The following calculation will be used to calculate payment for the transport where the heavy equipment operator will be operating the transport for the DS, or second operational period (a hypothetical rate of \$1500 per day is being used in this sample calculation):

1. Determine Transport Rate: \$1,500
2. DS Rate ( $\$1,500 \times 165\%$ , or 1.65): \$2,475
3. Per Shift Rate ( $\$2,475/2$ ): \$1,237.50
4. Single Operator Adjusted Rate ( $\$1,237.50 \times 165\%$ , or 1.65): \$2,041.875, rounded to \$2,041.88
5. Transport Rate 24-hour operation:  $\$1,237.50 + \$804.38 = \$2,041.88$ , rounded to \$2,042

(4) DAILY RATE - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50% of the Daily Rate for periods less than 8 hours.

(5) DAILY RATE - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50% of the Daily Rate for periods less than 8 hours.

(b) Transport - ONE OPERATOR FOR BOTH TRANSPORT AND HEAVY EQUIPMENT. Same Resource Order Number as Heavy Equipment.

(1) MINIMUM DAILY GUARANTEE AND MILEAGE - Minimum guarantee for transports is reduced to 65%; the mileage rate is not reduced. For time under hire for 8 hours or more, the government will pay 65% of the minimum daily guarantee or mileage rate, whichever is greater. If a resource is under hire for less than 8 hours on the first or last day, the amount paid for that day will be 32.5% of the minimum daily guarantee or mileage rate, whichever is greater.

(2) DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the reduced minimum daily guarantee (65%) as calculated at a. above (e.g., \$1000 daily rate x .65% x 165% = \$1072.50).

(3) Transport is considered released once the heavy equipment is delivered and unloaded at the incident, unless one of the following exceptions apply:

- i. If approved by the government, the contractor may keep the transport at the incident, after it has been released, at no additional cost to the government.
- ii. Incident may retain transport under hire for the sole purpose of transporting the heavy equipment that was originally ordered; the mileage rate or 65% of the minimum daily guarantee, whichever is greater will be paid until the transport is released. The decision to retain the transport must be documented on the shift ticket.

(4) When the transport operator and heavy equipment operator are the same, payment calculation will be for the transport mileage to the incident and, at time of heavy equipment release, the transport mileage back to the point of hire.

(c) Transport - SEPARATE TRANSPORT OPERATOR; include the name of the transport operator in the Remarks block (block 14) of the daily shift ticket. Same Resource Order Number as Heavy Equipment.

(1) MINIMUM DAILY GUARANTEE AND MILEAGE - For time under hire for 8 hours or more, the government will pay the minimum daily guarantee or mileage rate, whichever is greater. If a resource is under hire for less than 8 hours on the first or last day, the amount paid for that day will be 50% the minimum daily guarantee or mileage rate, whichever is greater.

(2) DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if

needed during the assignment. Double shifts, when ordered, will be paid at 165% of the minimum daily guarantee as calculated at a. above (e.g., \$1000 daily rate x 165% = \$1650).

(3) Transport is considered released once the heavy equipment is delivered and unloaded at the incident, unless one of the following exceptions apply:

(i) If approved by the government, the contractor may keep the transport at the incident, after it has been released, at no additional cost to the government.

(ii) Incident may retain transport under hire for the sole purpose of transporting the heavy equipment that was originally ordered; the mileage rate or the minimum daily guarantee, whichever is greater will be paid until the transport is released.

The decision to retain the transport must be documented on the shift ticket.

(iii) If transport is released after delivering the heavy equipment, payment will be made for the greater of the minimum daily guarantee or mileage for each calendar day the transport was under hire. Mileage will be paid based on round trip travel of transport calculated in accordance with D.6.5.2 and in compliance with D.21.8.1.2.

(4) If transport is retained by the incident for transporting other equipment, the company owning the transport must have a separate agreement awarded under the heavy equipment solicitation. The transport must be ordered with a separate resource order number, point of hire will be at the incident. At no time will the transport be paid more than once for a single day. See 21.8.1.1, 4, for payment of Transports (Stand Alone).

(d) Transports (Stand Alone) - ordered under a separate resource order number by Government to remain at the incident and transport other vendors equipment (see D.2 - TRANSPORTS).

(1) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.

(2) MINIMUM DAILY GUARANTEE - For any time under hire for at least 8 hours, the government will pay no less than the minimum daily guarantee, or the mileage rate, whichever is greater. If a resource is under hire for less than 8 hours during a calendar day, the amount earned for that day will not be less than one-half the minimum daily guarantee, or the mileage rate, whichever is greater.

(3) MILEAGE - Payment shall be made for the mileage rate or minimum daily guarantee, whichever is greater.

D.21.8.1.1 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

D.21.8.1.2 -- Driver Hour Limitation - The following Driver Hour limitations, as referenced at D.6.6, shall apply to this agreement:

(a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any dutyday (operational period, see Exhibit A).

(b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.

(c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:

(1) Accomplish immediate and critical suppression objectives, or

(2) Address immediate and critical firefighter or public safety issues.

(d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

D.21.8.1.3 -- Payment of Optional Items. If the solicitation includes optional items, payment for optional items will only be made when ordered and documented on the resource order. The use will be recorded on the Emergency Equipment Shift Ticket. Time under hire will begin when the optional item is ready for use by incident personnel. The incident shall have the option to discontinue the use of the optional item at any time during the incident, time under hire ends at that time.

D.21.8.2 -- Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

D.21.8.3 -- Exceptions.

(a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift.

Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

(b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.

(c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.

(d) No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. Refer to D.6.7.

(e) Deductions. Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

(f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

D.21.8.4 -- Transport Exception. No further payment will accrue for the transport during any period that the heavy equipment is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be calculated in the same manner as the heavy equipment.

D.21.9 -- INVOICING PROCESS.

D.21.9.1 -- The Contractor shall have one copy of the complete Agreement for the assigned

incident.

D.21.9.2 -- After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractors time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operators name shall be listed on the shift ticket.

D.21.9.3 -- The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286)

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 -- The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

#### D.22 -- REPLACEMENT OF RESOURCES

(a) At the discretion of the CO for this agreement, this award may be modified to replace resources with an equal or better resource at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. This replacement modification must be issued and executed through the VIPR program and new resources must appear on the agreement and dispatch priority list prior to being utilized.

(b) Additional resources may not be added to the agreement.

#### D.23 -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Provided as a separate attachment